

LICENSE AND PERMIT BOND, NO. 3

TO COVER ENCROACHMENTS ON PROPERTY AND RIGHT OF WAY
BELONGING TO THE UTAH DEPARTMENT OF TRANSPORTATION

KNOW ALL MEN BY THESE PRESENTS:

THAT WE _____

as Principal, and _____ as Surety,

being duly authorized to transact business in the State of Utah, are held and firmly bound unto the UTAH DEPARTMENT OF TRANSPORTATION, as Oblige, in the full penal sum of ten thousand dollars (\$10,000) for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, for damages resulting from encroachments identified below for a period of three (3) years following the completion of the project or projects constituting the encroachment.

SIGNED, SEALED AND DATED this ____ day of _____,
20____.

WHEREAS, the above bonded Principal is about to obtain from the Oblige a license or permit for encroachment, including but not limited to excavations, utility installation, seismic testing, etc., according to the agreement executed between the Principal and the Oblige on the ____ day of _____, 20____, and expressly incorporated into this bond by reference, and

WHEREAS, the Principal is required by regulation to file with the Utah Department of Transportation a bond conditioned as herein set forth.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall on and after the ____ day of _____, 20____ indemnify said Oblige against all loss, costs, expenses or damage to it caused by the Principal's non-compliance with or breach of any law, statutes, caused by the Principal's non-compliance with or breach of any law, statutes, ordinances, rules or regulations pertaining to such license or agreement, and in particular the Standard

Specifications of Road and Bridge Construction of the State of Utah and Agreement

Bond, then this obligation shall become void and of no effect, otherwise to be and remain in full force and virtue until the ____ day of _____, 20____, and,

PROVIDE, HOWEVER, that this bond may be continued by certificate executed by the Surety hereon, or that this bond may cover additional "encroachments" to be made at a future date by certificate executed by the Surety hereon.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Principal Seal

Principal

By _____

Title _____

Surety

Surety Seal

By _____

Title _____

STATE OF UTAH)
) ss.
COUNTY OF)

_____ being first duly sworn, on oath, deposes and says:

That he is Attorney-in-Fact of _____

the Surety of the foregoing bond, and that he is authorized to execute and deliver the foregoing obligation; that said Company is authorized to execute the same, and has complied in all respects with the laws of Utah in reference to being sole surety upon bonds, undertakings and obligations.

Subscribed and sworn to before me this ____ day of _____,

20____.